

AONL 2024 • Exhibitor Rules and Regulations

These rules and regulations are a bona fide part of the contract for exhibit space with the American Organization for Nursing Leadership, hereinafter referred to as AONL, for the Annual Conference and Exposition which is managed by TradeShow Logic hereinafter referred to as Show Management, on behalf of AONL, the Show's owner and sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show.

Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct.

AONL reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting.

Show Management's decision and interpretation shall be accepted as final in all cases.

ELIGIBILITY.

The technical exhibit area is open to exhibitors whose products and services are directly related to the health care field. AONL reserves the right to reject applications for exhibit space of those exhibitors whose products or services do not meet this criteria. AONL is a business to business trade event and retail sales are not allowed on the exhibit floor.

PAYMENT OF SPACE.

You must pay to AONL a deposit equal to 50% of the total space rental charges no later than 30 days from the invoice date in the manner set forth on the invoice. AONL (or Tradeshow Logic, on AONL's behalf) may invoice you for this deposit any time after AONL (or Tradeshow Logic, on AONL's behalf) receives and accepts a completed Exhibitor Contract and Application from you. The full balance of space rental charges must be received by AONL no later than December 1, 2023. All payments shall be made to AONL in the manner specified on the Application. If any of the above payments is not made in accordance with the above terms and conditions, AONL will be under no obligation to you under this Agreement or otherwise, meaning among other things that any space previously reserved for you will be subject to release in AONL's sole discretion without notice and without any further obligation of any kind by AONL. Applicants who submit applications that are received after December 1, 2023 ("Late Applicants") must include full payment to be considered for acceptance and, if accepted by AONL, any such payment shall be non-refundable. Each Late Applicant understands and agrees that even if the Late Applicant is accepted as an exhibitor for the Annual Conference and given booth space (a decision which shall be in AONL's sole discretion), certain benefits of timely applications, such as inclusion in AONL's promotional materials for the Annual Conference, may not be provided to the Late Applicant notwithstanding that such Late Applicant has made payment in full.

EXHIBITOR REDUCTION/CANCELLATION POLICY.

Receipt of a signed Booth Space Contract is a commitment to exhibit at AONL. Therefore, notification of booth space cancellation or reduction must be submitted in writing on company letterhead to AONL, and exhibitors are required to pay appropriate fees or cancellation penalties. Exhibitors that cancel or reduce booth space will pay the following fees:

- For cancellation or reduction of booth space on or before December 1, 2023, the exhibitor will pay 50% of the total booth fee.
- For cancellation or reduction of booth space after December 1, 2023, the exhibitor will pay 100% of the total booth fee.

For any company that cancels completely, registration badges will be revoked regardless of the point of cancellation. No-shows by will be treated as cancellations starting at 8:00 a.m. on April 9. Any exhibit space not installed by 8:00 a.m. may be set-up at the discretion of AONL, and all expenses will be charged to the exhibiting company. In the best interest of the exhibits, AONL reserves the right to, at their discretion; reassign any no-show or un-set exhibit space after 8:00 a.m. There will be absolutely no refunds whatsoever and all space contracted for must be paid in full. Additionally, the exhibiting company will lose all accumulated points toward the following year's space assignments.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the confirmed booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

If for any reason beyond AONL's control, the annual conference must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of AONL or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to AONL for space, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by AONL to be an Exhibitor at AONL agrees to indemnify and hold harmless AONL or its directors, officers, employees, agents or subcontractors from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside AONL's control.

AONL shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of a cause or causes not within the control of AONL. Causes not within the control of AONL shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, curtailment of transportation, technical or other personnel, labor union disputes, loss of lease or other termination by the host, municipal, state or federal laws, or other acts of God (each, a "Force Majeure"). AONL may cancel, shorten, delay or otherwise alter or change the event or events under this Agreement due to a Force Majeure. If it does so, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence

thereof are its responsibility and not that of AONL or AONL's directors, officers, employees, agents or subcontractors. Exhibitor understands that in such event, it may lose all monies it has paid to AONL for space, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by AONL to be an Exhibitor at the event or events hereunder, agrees to indemnify and hold harmless AONL and its directors, officers, employees, agents or subcontractors from any and all loss which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any Force Majeure.

SPACE RENTAL AND ASSIGNMENT OF LOCATION.

A point system will be used to establish priority for the assignment of booth space at the prior years show. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

USE OF SPACE, SUBLETTING OF SPACE.

No exhibitor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing by Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

EXHIBITORS AUTHORIZED REPRESENTATIVE.

Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, persons under the age of sixteen (16) may not staff the booth or assist in the move-in and/or move-out of any exhibit. Each booth may not be staffed with more than four (4) exhibiting personnel at one time per 10x10 booth rented.

INSTALLATION AND REMOVAL.

Show Management reserves the right to set the time for the installation and removal of the Show. Any space not claimed and occupied by three hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

ARRANGEMENT OF EXHIBITS.

Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the booth construction rules enforced by Show Management. All booth space must be arranged and constructed in

accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management.

Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

EXHIBITS AND PUBLIC POLICY.

Each exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the exhibitor.

The exhibiting company must, at their expense, maintain and keep in good order his exhibit and the space for which he has contracted. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them.

Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with the applicable standards established by various Governmental Agencies and standard fire inspection ordinances. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Independent contractors must conform to IAEA, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

STORAGE OF PACKING CRATES AND BOXES.

Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." The removal and return of all crates will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

SOCIAL ACTIVITIES.

Any social function or special event planned by an exhibiting company, to take place during the

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AONL Annual Conference and Exposition, must be pre-approved by AONL. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exposition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by AONL and/or Show Management. Distribution of exhibitor materials is not permitted to attendee sleeping room doors, AONL meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.

EXHIBIT HOURS AND ADMISSION.

Admittance during non-show hours without permission from AONL Show Management is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time. AONL Show Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

CANVASSING BY NON-EXHIBITORS.

AONL conferences are limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with AONL for exhibit space and/or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during the AONL conference.

OPERATION OF EXHIBITS.

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Alcoholic Beverages. Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

Direct Sales. AONL is a business to business trade event and retail sales are not allowed on the exhibit floor. If Show Management finds a company selling retail products in their booth the company will be escorted from the show and no refunds will be given.

Exhibitors are prohibited from selling contact information that has been collected from the conference. If leads of any kind are sold by an exhibitor, the exhibitor will lose all priority points and may be prohibited from exhibiting at future AONL conferences.

Promotions, Contests, Sweepstakes, Random Drawings. In the event that exhibitor advertises, markets, promotes, and/or administers any type of promotion, including but not limited to giveaways, sweepstakes, drawings, contests in connection with the event (collectively "Promotion"), exhibitor agrees that it shall use, publish and make available to entrants official rules for the Promotion which shall include at a minimum the Mandatory Disclosures set forth in the Official Exhibitor Kit, without change. Exhibitor is solely responsible for: (1) compliance with all applicable laws in the advertising, marketing, promotion, and/or administration of the Promotion; and (2) all costs, damages,

liabilities, losses or injuries occasioned by the same. In the event exhibitor does not comply with these provisions relating to Promotions American Organization for Nursing Leadership (AONL) may terminate the Promotion on notice to exhibitor. Exhibitors must receive written approval to giveaway booth items listed in the AONL sponsorship prospectus. This includes but is not limited to tote bags, water bottles and lanyards as these are exclusive opportunities.

American Organization for Nursing Leadership (AONL) and its subsidiaries and affiliated companies and agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDING, DELIVERY OR USE OF ANY PRIZE, OR ANY ACTIONS OR OMISSIONS OF EXHIBITOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION. Exhibitor shall defend, indemnify, and hold the Released Parties harmless against, any and all costs or liability, for any injuries, losses or damages of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of exhibitor in connection with the Promotion.

Exhibitor may not use any American Organization for Nursing Leadership (AONL) trademark, trade name, logo, slogan, or other designation in the advertising or administration of any Promotion which exhibitor provides without the express written permission of American Organization for Nursing Leadership (AONL).

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless AONL, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Live Animals. Live animals are prohibited.

Booth Representatives. Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Spouses are invited to visit the exhibit hall only with appropriate credentials.

Photography. Picture taking other than by official AONL photographers is prohibited during set-up, dismantle, exhibition hours, and non-exhibition hours. Only the exhibitor may grant permission to have their exhibit and/or products photographed.

AONL Logo. AONL claims all trademark rights to its logo. The AONL logo, as well as any logo related to the Annual Conference and Exposition, may be used only with the written permission of AONL. Exhibitors agree to abide by the guidelines included with the AONL logo.

Irregular Activities. All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's product must be submitted for approval to Show Management three (3) weeks prior to the opening of the exposition. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

LIABILITY AND INSURANCE.

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. General perimeter security will be provided by AONL for the exhibition period, but AONL and the guard service will not be responsible for loss of any material by or for any cause. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

INDEMNIFICATION.

Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage. Neither Show Management nor Exhibitor shall be responsible for any loss of

or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exposition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless AONL, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

WAIVER.

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

ATTORNEYS' FEES.

Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

AMERICANS WITH DISABILITIES ACT.

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless AONL, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

OTHER REGULATIONS.

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**